

on the side of the fence next such street or place, the said slats or laths to be renewed as often as may be necessary."

In so far as the defendant Crothers erected a barbed wire fence along a portion of the street, it may be that he was going an illegal thing, but the by-law has no application to that part of the fence which was constructed on his own property and not "along any public street or place in the city," and the accident having occurred at a point ten feet away from "any such street or place" the plaintiff cannot make the defendant Crothers liable in any way under the by-law.

Neither the defendant Crothers nor Mr. Neal was called at the trial, although a portion of the former's examination for discovery was read on behalf of the plaintiff. Upon her own shewing, however, I am unable to come to the conclusion that there was any undue influence exerted or representation made by either the defendant Crothers or Mr. Neal to bring about the settlement or on account of which I could properly set it aside.

At the trial she said: "I spoke of the doctor's bill and he (Crothers) said he would pay it. I said I would accept \$150; the agreement was drawn up and I signed it." She also testified that her solicitor knew of the settlement soon after it was made. She testified that there was talk on the part of Neal or Crothers to the effect that if she went to trial she might get less and that even if she got a larger amount she might have to pay costs out of it and in the end receive not more than the proposed settlement. Her daughter testified that she asked Mr. Crothers to leave the matter over until the morning until they could talk it over, but he said that she would see her lawyer and they might not then accept the proposed settlement; that thereupon her mother said she had better take it than go to Court and get less. The daughter also said that before the paper was signed Mr. Neal had stated to her mother that he wanted her to be perfectly satisfied and if she were not he would not sign the document; that thereupon she said she was satisfied.

It is plain that at that time she supposed her arm was likely to get completely well. Indeed, in her examination for discovery she stated that the only reason she declined to stand by the agreement was owing to the fact that the injury had turned out to be more serious than she thought. She is a woman accustomed to business and apparently decided to accept a certainty rather than run chances.